the suits enjoined and its liability determined in equity. *Held*, that the bill should be dismissed. *Cumberland Tel. & Tel. Co.* v. *Williamson*, 57 So. 559 (Miss.)

This case abrogates in Mississippi Pomeroy's doctrine of multiplicity of suits, adopted in *Whilock* v. *Yazoo & Mississippi Valley R. Co.*, 91 Miss. 779, 45 So. 861. It rehabilitates *Tribette* v. *Illinois Central R. Co.*, 70 Miss. 182, 12 So. 32. See 25 HARV. L. REV. 559.

CHARITIES AND TRUSTS FOR CHARITABLE USES — RIGHTS AND LIABILITIES OF CHARITABLE ORGANIZATIONS — DANGEROUS CONDITION OF PREMISES. — A licensee was injured by a spring gun on the premises of the defendant, a charitable corporation. *Held*, that the defendant is not liable. *Hill* v. *President, etc. of Tualatin Academy and Pacific University*, 121 Pac. 901 (Or.). See NOTES, p. 720.

CHATTEL MORTGAGES — RECORDING AND REGISTRY — WHAT CREDITORS ARE PROTECTED. —A state statute provided that no mortgage should be valid against creditors until lodged for record. Subsequent creditors had no notice of an unrecorded chattel mortgage, but secured no lien on the mortgaged property. *Held*, that the mortgage is valid as against the creditors. *Holt* v. *Crucible Steel Co.*, U. S. Sup. Ct., Apr. 1, 1912.

The extent to which statutes such as that in the principal case protect those who become creditors of the mortgagor without notice of a prior unrecorded chattel mortgage varies in different states. Some courts give the mortgagee precedence over all creditors who have obtained no property interest in the mortgaged chattel before the recording of the mortgage. *Overstreet* v. *Manning*, 67 Tex. 657, 4 S. W. 248. The lien acquired by attachment is such an interest. *Wicks* v. *McConnell*, 102 Ky. 434, 43 S. W. 205. And creditors of a deceased insolvent debtor have been held to have the requisite interest in his property. *Currie* v. *Knight*, 34 N. J. Eq. 485. *Contra*, *Folsom* v. *Peru Plow & Implement Co.*, 69 Neb. 316, 95 N. W. 635. Another view requires merely that the creditor secure judgment against the debtor and execution upon the property, even though this be done after the recording of the mortgage. *Thompson* v. *Van Vechten*, 27 N. Y. 568. *Cf. Jones* v. *Graham*, 77 N. Y. 628. And not even this is required when the circumstances make such procedure impossible. *Skilton* v. *Codington*, 185 N. Y. 80, 77 N. E. 790. A third view postpones the mortgage to all subsequent claims acquired without notice of it. *Dempsey* v. *Pforzheimer*, 86 Mich. 652, 49 N. W. 465. This most conforms to the letter of the statute and to its purpose, the protection of crediors who rely upon the apparent assets of their debtor. The effect of notice to the creditor is not involved in the principal case.

CHOSES IN ACTION — MANNER AND EFFECT OF ASSIGNMENT — PRIORITY OF NOTICE TO OBLIGOR: EFFECT IN CASE OF SUCCESSIVE ASSIGNMENTS OF EQUITABLE CHOSE IN ACTION. — The beneficiary of a trust fund assigned part of the fund to A., who failed to give notice of the assignment to the trustee. The beneficiary later assigned all his right, title and interest in the fund to B., who was ignorant of the previous assignment. It did not clearly appear whether B. made any inquiries of the trustee, but he notified the trustee of his assignment. *Held*, that B. is entitled to priority. *Jenkinson* v. *New York Finance Co.*, 82 Atl. 36 (N. J.). See NOTES, p. 728.

CONFLICT OF LAWS — PERSONAL JURISDICTION — FOREIGN ENFORCEMENT OF STATUTORY LIABILITY OF STOCKHOLDERS FOR DEBTS OF INSOLVENT CORPORATION. — The statutory receiver of an insolvent Minnesota corporation brought suit in Wisconsin to enforce the double liability of stockholders of

the corporation. *Held*, that the suit is maintainable. *Converse* v. *Hamilton*, 32 Sup. Ct. 415.

For a discussion of the principles involved, see 23 HARV. L. REV. 37.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — LIABILITY OF RAILROAD RIGHT OF WAY TO LOCAL ASSESSMENT. — A city levied a special assessment for street improvements on adjacent property including the railroad right of way. *Held*, that this does not deprive the railroad of property without due process of law. *Gilsonite Construction Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.*, 144 S. W. 1086 (Mo.). See NOTES, p. 723.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — OWNER CHARGED WITH CONTRACTOR'S DEBTS IN DEFAULT OF REQUIRING BOND FOR THEIR PAYMENT. — A statute provided that every owner should take from a person contracting for the construction of his ditch or canal a bond for the payment of all debts for labor, materials, provisions, or goods of any kind, incurred in carrying on the work, or the owner should be liable for debts so contracted. The plaintiff sued an owner under this statute on an account for fodder, clothing, provisions, and other supplies furnished to a contractor. *Held*, that the statute is unconstitutional. *Bolln Co.* v. *North Platte Valley Irrigation Co.*, 121 Pac. 22 (Wyo.).

In general the due process clause renders unconstitutional any taking of property from one person to pay the debts of another. See *Camp* v. *Rogers*, 44 Conn. 291, 297; *Jones* v. *Great Southern Fireproof Hotel Co.*, 86 Fed. 370, 388. In some special relations, it may not be unreasonable under the police power to hold one sponsor for another's obligations. Thus liability can be imposed on initial carriers for damages caused by connecting carriers. *Atlantic Coast Line R. Co.* v. *Riverside Mills*, 219 U. S. 186, 31 Sup. Ct. 164. Landlords can be made responsible for the unpaid water rents of tenants. *City of East Grand Forks* v. *Luck*, 97 Minn. 373, 107 N. W. 393. Wherever sub-contractors are given a direct mechanic's lien, independent of the contractor, the owner is likewise charged with another's debt. But this is by reason of the equity binding his property to answer for labor or materials that have directly enriched it. *Davis* v. *Alvord*, 94 U. S. 545; *Foster* v. *Dohle*, 17 Neb. 631, 24 N. W. 208. See 25 HARV. L. REV. 274. Personal liability within the same limits has been upheld. *Hart* v. *Boston, etc. R. Co.*, 121 Mass. 510. But a statute similar to that in the principal case has been held unconstitutional, though confined to debts for which a lien could be given. *Gibbs* v. *Tally*, 133 Cal. 373, 65 Pac. 970. At least that result is unimpeachable where, as here, the benefit of the goods supplied accrued not directly to the property but to the contractor's ordinary business equipment. *Cf. McCormick* v. *Los Angeles City Water Co.*, 40 Cal. 185; *Perrault* v. *Shaw*, 69 N. H. 180.

CONTRACTS — SUITS BY THIRD PERSONS NOT PARTIES TO CONTRACT — ACTION BY PEDESTRIAN AGAINST STREET RAILWAY FOR BREACH OF ITS CONTRACT WITH CITY TO KEEP SIDEWALKS IN REPAIR. — A street railway company agreed to keep a sidewalk in repair as one of the terms upon which the city granted the use of a street. The sidewalk became out of repair, in consequence of which the plaintiff was injured. *Held*, that she can recover damages from the company. *Jenree* v. *Metropolitan Street Ry. Co.*, 121 Pac. 510 (Kan.).

Even in jurisdictions which permit a beneficiary to sue upon a contract, it is held that the contract must be primarily intended for his benefit. *New Orleans St. Joseph's Association* v. *Magnier*, 16 La. Ann. 338. But if the beneficiary has a legal or equitable claim against the promisee for the advantage which the promisor has agreed to confer, no such primary intent is necessary. *Lawrence* v. *Fox*, 20 N. Y. 268. A city owes no duty to its citizens to maintain